



SAN FRANCISCO
BAYKEEPER.

December 22, 2015

Citizen Suit Coordinator
Department of Justice, ENRD
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, DC 20044-7415
Email: ragu-jara.gregg@usdoj.gov

Gina McCarthy, Administrator
U.S. Environmental Protection Agency
Office of the Administrator, Mail Code 1101A
1200 Pennsylvania Avenue NW
Washington, DC 20460

Sent via Certified Mail and Electronic Mail

Re: Settlement Agreement – San Francisco Baykeeper v. Blue Line Transfer, Inc. and South San Francisco Scavenger Company, Inc.

Dear Citizen Suit Coordinator and Administrator McCarthy:

Attached as Exhibit A, please find a copy of a Settlement Agreement between San Francisco Baykeeper ("Baykeeper"), and Blue Line Transfer, Inc./South San Francisco Scavenger Company, Inc. (collectively, "Blue Line"). The Settlement Agreement resolves Baykeeper's claims against Blue Line for Clean Water Act violations alleged in Baykeeper's Notice of Intent to File Suit, which was mailed on December 4, 2014. The parties have agreed to settle this matter without filing a complaint. The Settlement Agreement requires Blue Line to improve its housekeeping, install rumble strips at the entrance and exit of the facility, install a bioretention swale to capture runoff from the northern portion of the site, conduct strategic sampling on the southern portion of the site, and take further measures if its pollution discharges continue to exceed EPA Benchmark levels.

If you have any questions or comments concerning the terms of the Settlement Agreement, please contact me at (510) 735-9700 x110 or nicole@baykeeper.org.

Sincerely,

Nicole C. Sasaki
Associate Attorney
San Francisco Baykeeper



Pollution hotline: 1 800 KEEP BAY
www.baykeeper.org

1736 Franklin Street, Suite 80C
Oakland, CA 94612
(510) 735-9700

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December 22, 2015
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Cc:

Jared Blumenfeld, Regional Administrator
EPA Region 9
75 Hawthorne Street
San Francisco, California 94105

Cc via Electronic Mail:

Michael Brady, Attorney for Blue Line
Email: mbrady@bradyvinding.com

EXHIBIT A

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WHEREAS, Blue Line Transfer, Inc. and South San Francisco Scavenger Company, Inc. (collectively, “Blue Line”) operate a sorting and transfer facility for waste, recyclables, and compost, serving the cities of South San Francisco, Millbrae, and Brisbane, located at 500 East Jaime Court, South San Francisco, California (the “Facility”). (Baykeeper and Blue Line are collectively referred to herein as the “Parties”);

WHEREAS, effective July 1, 2015, stormwater discharges associated with industrial activity at the Facility are regulated pursuant to the NPDES General Permit No. CAS000001 [State Water Resources Control Board], Water Quality Order No. 2014-0057-DWQ, issued pursuant to Section 402 of the Clean Water Act, 33 U.S.C. § 1342 (hereinafter “New Industrial Stormwater Permit”);

WHEREAS, the Industrial Stormwater Permit includes the following requirements for all permittees, including Blue Line: 1) develop and implement a stormwater pollution prevention plan ("SWPPP"), 2) control pollutant discharges using, as appropriate, best available technology economically achievable ("BAT") or best conventional pollutant control technology ("BCT") to prevent or reduce pollutants, 3) implement BAT and BCT through the development and application of Best Management Practices ("BMPs"), which must be included and updated in the SWPPP, and, 4) when necessary, implement additional BMPs to prevent or reduce any pollutants that are causing or contributing to any exceedance of water quality standards;

1 WHEREAS, on December 4, 2014, Baykeeper served Blue Line, the Administrator of the U.S.
2 Environmental Protection Agency ("EPA"), the Administrator of EPA Region IX, the Executive
3 Director of the State Water Resources Control Board ("State Water Board"), and the Executive Officer
4 of the Regional Water Quality Control Board ("Regional Water Board") with a notice of intent to file
5 suit ("60-Day Notice") under Section 505(b)(1)(A) of the Federal Water Pollution Control Act ("Clean
6 Water Act" or "the Act"), 33 U.S.C. § 1365(b)(1)(A), alleging violations of the Act and the Industrial
7 Stormwater Permit at the Facility;

8 WHEREAS, the Parties believe it is in their mutual interest and choose to resolve in full
9 Baykeeper's allegations in the 60-Day Notice through settlement and avoid the cost and uncertainties of
10 litigation;

11 NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTling PARTIES,
12 AS FOLLOWS:

13 **I. BEST MANAGEMENT PRACTICES**

14 1. In order to further reduce or prevent pollutants associated with industrial activity from
15 discharging via stormwater to the waters of the United States, Blue Line shall implement additional
16 appropriate structural and non-structural Best Management Practices ("BMPs") to, at a minimum,
17 comply with the requirements of the New Industrial Stormwater Permit.

18 2. **Site Map:** Within thirty (30) days of the Effective Date, Blue Line shall update the Site Map
19 included in the Facility SWPPP. The Site Map shall clearly denote the topography and the direction of
20 stormwater flow for each drainage area of the Facility. The Site Map shall also identify property
21 boundaries, known or suspected drop inlets, ground type (pervious or impervious), berms and the
22 materials they are composed of, any permanent structures and features, discharge points, and all other
23 physical structures or items relevant under the Industrial Stormwater Permit or the New Industrial
24 Stormwater Permit, and in this Settlement Agreement.

25 3. **Designation and Protocol for All Sampling Locations:** Within thirty (30) days of the Effective
26 Date, Blue Line shall update the Facility SWPPP to fully describe any modifications to the discharge or
27 sampling locations, as shown on the Site Map and described in the existing SWPPP ("Designated
28 Discharge Points" and "Strategic Sampling Points"). While the Settlement Agreement is in effect, if

Blue Line makes any changes to the Strategic Sampling Points or Designated Discharge Points at the Facility, Blue Line shall update the SWPPP within forty-five (45) days and submit the revised SWPPP to Baykeeper, consistent with the requirements of Paragraph 8, below.

4. **Non-Structural Best Management Practices.** Beginning on the Effective Date, Blue Line shall implement the following non-structural BMPs:

a. **Storm Drain Inlet/Catch Basin Best Management Practices:**

i. Storm Drain Inlet/Designated Discharge Point Inspections: Within thirty (30) days of the Effective Date and between September 1 and October 1 of each subsequent year, Blue Line shall inspect any storm drain inlets, catch basins, Designated Discharge Points, filtration/treatment devices, and other BMPs in place at the Facility. Blue Line shall promptly clean, as needed, each drain inlet, catch basin, Designated Discharge Point, filtration/treatment device, and other BMPs in order to remove any accumulated dust, sediment, solids, or debris.

ii. Storm Drain Inlet/Designated Discharge Point Maintenance and Cleaning: On a weekly basis between October 1 to May 30 of each year ("Wet Season"), Blue Line shall inspect all storm drain inlets, catch basins, Designated Discharge Points, filtration/treatment devices, and other BMPs in place at the Facility to ensure that they are not in a condition that would materially impair their efficacy, and clean out accessible deposited sediment or debris. Blue Line shall properly dispose of any dust, sediment, debris, or other removed pollutants.

iii. Log of Storm Drain Inlet/Designated Discharge Point Inspections, Maintenance and Cleaning: Blue Line shall prepare and maintain a log of the Storm Drain Inlet/Designated Discharge Point Inspections, Maintenance and Cleaning described herein ("Maintenance Log"). The Maintenance Log shall indicate the staff who completed the maintenance activity and when it was completed. The Log shall be made available for inspection by Baykeeper at any site inspection or otherwise within three (3) business days advance request by Baykeeper.

b. **Site Sweeping:** Blue Line shall mechanically sweep the accessible paved areas of the Facility and shall also sweep non-accessible areas by hand or vacuum at least two (2) times per day during the Wet Season and at least one (1) time per day during the remaining portion of the year ("Dry Season") on each day that Blue Line is actively operating the Facility and open to the public. Blue Line

1 shall keep a log or checklist, as appropriate, of the on-site sweeping activity performed ("Sweeping
2 Log"), and shall direct employees and/or contractors to accurately complete the Sweeping Log. The
3 Sweeping Log shall indicate the employee or contractor who conducted the sweeping, the location of the
4 sweeping, and the dates the sweeping activities occurred. The Sweeping Log shall be made available for
5 inspection by Baykeeper at any site inspection or within three (3) business days of a request by
6 Baykeeper.

7 c. **Abandoned or Inutile Equipment Storage and Removal:** Blue Line shall either store
8 under cover or remove from the Facility all abandoned or broken equipment or materials no longer
9 considered for future use that have the potential to serve as the source for pollutant loading.

10 d. **Vehicle and Equipment Management:** Blue Line shall continue to implement BMPs to
11 reduce or minimize pollutant release from equipment such as forklifts, hydraulic lifts, trucks, and other
12 heavy equipment that are parked or stored in areas of the Facility from which stormwater discharges.
13 Such BMPs shall include placing drip pans under equipment stored or parked for a week or longer,
14 weekly inspections for evidence of leaks from such equipment, and prompt clean-up of spills, drips, or
15 leaks from such equipment. Any spilled substances and absorbent materials used in cleaning up spills
16 shall be disposed of in accordance with all local, state, and federal laws and regulations.

17 e. **Vehicle and Equipment Maintenance:** Blue Line shall not conduct routine (*i.e.*, non-
18 emergency) vehicle or movable equipment maintenance or repair at the Facility in outdoor, uncovered
19 areas from which stormwater discharges during rainfall events.

20 f. **Training:** Beginning on the Effective Date, and annually thereafter, and within thirty
21 (30) days of hiring of new employees, Blue Line shall conduct training for all appropriate employees to
22 explain the requirements of the Facility's SWPPP to the extent applicable to such employee. Training
23 shall focus on the employee's role in implementing various stormwater control measures including, for
24 example, implementation of BMPs, sweeping, vehicle maintenance, or facility inspections. Training
25 shall be conducted bilingually (*i.e.*, Spanish/English or other pertinent language) to the extent that such
26 employee is not reasonably able to comprehend training in English. If and when appropriate, Blue Line
27 shall integrate any new training requirements resulting from this Settlement Agreement into the Facility
28 SWPPP. Blue Line shall also update the SWPPP, if and when appropriate, to identify the positions

1 responsible for carrying out stormwater management, monitoring, sampling, and SWPPP
2 implementation.

3 5. **Structural Best Management Practices:** Blue Line shall develop and implement the following
4 structural BMPs:

5 a. **Increase Sweeping:** Blue Line shall increase sweeping frequency at the Facility
6 to two (2) times per day.

7 b. **Install Rumble Strips:** Blue Line shall install rumble strips near the entrance and
8 exit of the Facility to minimize vehicular tracking;

9 c. **Install Bioretention Swale:** Within one hundred eighty (180) days of the
10 Effective Date, Blue Line shall commence installation of a bioretention swale in the northeast corner of
11 the Facility to capture stormwater runoff from the northern portion of the Facility, as depicted in
12 Exhibit 3, and provide Baykeeper with progress updates, due the first day of each month, until
13 installation is completed. Once installation is complete, Blue Line shall revise the Facility SWPPP to
14 indicate the location of the bioretention swale's Designated Discharge Point/Sampling Point."

15 6. **Maintenance of Structural BMPs:** Beginning on the Effective Date, Blue Line shall maintain
16 all structural BMPs at the Facility in good operating condition and shall promptly repair any damaged or
17 degraded structural BMPs.

18 7. **Amendment of SWPPP:** Within thirty (30) days of the Effective Date, Blue Line shall amend
19 the Facility SWPPP to incorporate the requirements and BMPs set forth in this Section I and thereafter
20 submit the updated SWPPP to Baykeeper within ten (10) business days. Baykeeper shall have thirty
21 (30) days from receipt of the amended SWPPP to propose any changes to the SWPPP. Within thirty
22 (30) days of notification by Baykeeper of any proposed changes to the SWPPP, Blue Line shall make all
23 of Baykeeper's changes to the amended SWPPP unless Blue Line timely requests a meet and confer in
24 accordance with Paragraph 27 to discuss any concerns. Compliance with the SWPPP, as amended in
25 accordance with this Paragraph provision, shall at all times be a requirement of this Settlement
26 Agreement.

27 8. **Additional BMPs:** The BMPs included in this Section constitute a preliminary approach to
28 stormwater management at the Facility for the first year of the agreement. If, after implementing these

1 BMPs, the sampling conducted in accordance with Section II indicates that the Facility's stormwater
2 discharges continue to exceed the Target Levels in Exhibit 2, or otherwise do not meet water quality
3 standards, Defendants shall propose advanced treatment as part of any Action Plan prepared in
4 accordance with Paragraph 14.

5 **II. SAMPLING, MONITORING, INSPECTION & REPORTING**

6 9. **Designated Discharge Points and Strategic Sampling Points:** Attached hereto as Exhibit 1 is
7 the "Supplemental Sampling Plan," dated September 2015, the purpose of which is to identify sources of
8 problematic constituents and tailor future BMP improvements to problematic areas, with specific
9 attention given to the southern portion of the Facility. For purposes of this Settlement Agreement the
10 discharge points identified as Sampling Point ("SP") 1 and SP 2 on Figure 2 to Exhibit 1, entitled "Site
11 Layout," shall be the "Designated Discharge Points." For purposes of this Settlement Agreement, the
12 sampling points identified as Drop Inlet ("DI") 4, DI 9, D 11, Trench Drain ("TD") 1 and TD 2 on
13 Figure 2 to Exhibit 1 shall be the "Strategic Sampling Points."

14 10. **Sampling Program - Stormwater:** Beginning with the 2015-2016 Wet Season, subject to the
15 limitations set forth below, Defendants shall collect and analyze stormwater samples from all of its
16 Designated Discharge Points and Strategic Sampling Points according to the following sampling
17 schedule:

18 a. During each Wet Season starting with the 2015-2016 Wet Season, Blue Line shall collect
19 and analyze samples from all Designated Discharge Points and Strategic Sampling Points during the first
20 four (4) storm events of the Wet Season, as qualified in the New Industrial Stormwater Permit. Each
21 stormwater sample must be analyzed for the presence of each of the parameters listed on Exhibit 2.

22 b. If Blue Line is unable to take a sample from any of the Designated Discharge Points
23 and/or Strategic Sampling Points during any of the first four storm events of the Wet Season, Blue Line
24 shall continue to sample from any subsequent storm events until four (4) samples have been collected
25 from each Designated Discharge Point and/or Strategic Sampling Point in that Wet Season.

26 c. In the event that Blue Line is unable to collect four (4) samples from each Designated
27 Discharge Point and/or Strategic Sampling Point in a Wet Season, Defendants shall explain in writing in
28 the End-of-Season Summary under Paragraph 13 why they were unable to collect the required

1 sample(s).

2 d. Should industrial processes materially change at the Facility, Blue Line shall conduct
3 sampling for any additional pollutant parameter(s) likely to be present in the Facility's stormwater
4 discharges in significant quantities as a result of the changed industrial processes. Defendants shall
5 notify Baykeeper of any such changes within thirty (30) days of such a change.

6 11. **Certified Lab:** Blue Line shall have all stormwater samples collected pursuant to this
7 Settlement Agreement delivered to a California state certified environmental laboratory for analysis
8 within the time needed for analysis within laboratory method allowable hold times. The laboratory shall
9 thereafter conduct analysis sufficient to detect individual constituents at or below the levels set forth in
10 the attached Exhibit 2.

11 12. **Sample Result Reporting:** After the Effective Date, Blue Line shall provide complete results
12 from sampling and analysis to Baykeeper within ten (10) calendar days of receipt of the laboratory
13 report from each sampling event.

14 13. **End-of-Season Summary:** By June 1 following each Wet Season that occurs during the
15 Settlement Agreement, Blue Line shall prepare and send to Baykeeper an End-of-Season Summary that
16 includes: 1) a summary chart with all of the sample results from the previous Wet Season including the
17 constituent concentration(s) from Designated Discharge Point and Strategic Sampling Point sample(s)
18 collected at the Facility exceeding the Target Levels in Exhibit 2 ("Exceedance(s)"); and 2)
19 identification of any new BMP(s) that Blue Line has implemented or will implement not already
20 discussed in a prior End-of-Season Summary or Action Plan for the immediately prior Wet Season.

21 14. **Action Plan:** If any stormwater sample result during a Wet Season exceeds any Target Level set
22 forth in Exhibit 2, Blue Line shall submit an Action Plan in addition to an End-of-Season Summary by
23 June 1. If an Action Plan is required to address exceedances that occurred during the 2015-2016 Wet
24 Season, it shall include a schedule to ensure that all design, permitting, and contracting relating to the
25 installation of an advanced treatment system shall be completed prior to June 1, 2017. The installation
26 of said advanced treatment system shall be commenced by July 1, 2017 and completed by October 1,
27 2017. Blue Line shall provide Baykeeper with progress updates, due the first day of each month, until
28 installation is completed.

1 **15. Contents of Action Plan:** If an Action Plan is required, it shall include the following:

2 a. The possible sources of the Exceedance(s) during the applicable Wet Season;

3 b. A proposal for and evaluation of new site-specific structural and non-structural BMPs
4 designed to reduce pollutants in future stormwater discharges to the Target Levels in Exhibit 2 and
5 achieve BAT and BCT; and

6 c. A schedule to implement any revised and/or additional BMPs by the earliest practicable
7 time, and no later than October 1 of the next Wet Season.

8 **16. Baykeeper Review of Action Plan:** Baykeeper shall have thirty (30) days from receipt to
9 propose revisions to the Action Plan. Within thirty (30) days of receiving Baykeeper's proposed
10 revisions, Blue Line shall consider each of Baykeeper's recommended revisions to the Action Plan and
11 accept them or timely request, in accordance with Paragraph 27, a meet and confer to discuss.

12 **17. Implementation of Action Plan:** Blue Line shall implement the Action Plan(s) adopted
13 pursuant to this Settlement Agreement as an obligation of this Settlement Agreement. If, despite all
14 reasonable efforts, Blue Line is unable to meet the October 1 deadline, then Blue Line shall notify
15 Baykeeper by September 15 of the next Wet Season and provide an explanation for the delay and a
16 revised schedule to implement additional BMPs at the earliest practicable time.

17 **18.** Within thirty (30) days after BMPs set forth in an Action Plan pursuant to this Settlement
18 Agreement are implemented, Blue Line shall amend the Facility SWPPP to include all BMP revisions or
19 additions not otherwise already implemented and included in the SWPPP. Within thirty (30) days
20 thereafter, Blue Line shall provide Baykeeper with a copy of such revised SWPPP.

21 **19.** During each Wet Season, Blue Line has an ongoing obligation to evaluate the BMPs
22 implemented at the Facility and included in this Settlement Agreement and any current or previous
23 Action Plans, and, if Blue Line has exceeded Target Levels, make attempts to reduce the concentrations
24 to Target Levels or otherwise meet BAT or BCT, as appropriate, for the remainder of the Wet Season.
25 Blue Line shall use the results from subsequent stormwater samples as they become available to assist
26 with their ongoing evaluation of the effectiveness of BMPs.

27 **20. Stipulated Payments:** Blue Line shall pay the following stipulated payments during the Term of
28 this Settlement Agreement.

1 a. \$500 for each failure to collect a sample required under this Settlement Agreement during
2 the Wet Season beginning with the 2015-2016 Wet Season;

3 b. \$500 per day after the report due date for each failure to timely submit any document,
4 report or other communication required in this Settlement Agreement; and

5 c. \$500 per day payment for every business day (Monday through Friday, excluding state
6 and federal holidays) past the due date that Blue Line fails to submit any payments due under
7 Paragraphs 23-25 of this Settlement Agreement.

8 d. Baykeeper shall forgive stipulated payments up to two (2) times, if Blue Line corrects the
9 failure within ten (10) days of notification of failure to comply. Blue Line shall automatically pay to
10 Baykeeper all stipulated payments thereafter.

11 e. Any stipulated payments described above shall be paid to Baykeeper within thirty (30)
12 days of notification of the failure to comply.

13 21. **Site Access:** During the Term of this Settlement Agreement, Blue Line shall permit
14 representatives of Baykeeper to perform up to two (2) physical inspections per year of the Facility
15 during operating hours ("Site Inspection"). Baykeeper shall provide Blue Line twenty-four (24) hours'
16 notice in advance of such Site Inspections. Baykeeper shall comply with all safety instructions provided
17 by Blue Line staff during all Site Inspections. During Site Inspections, Baykeeper shall be allowed to
18 inspect and sample any stormwater discharges, logs, and take photos and/or videos.

19 22. **Reports:** During the Term of this Settlement Agreement, Blue Line shall provide Baykeeper
20 with a copy of all documents required to be submitted to the Regional Water Board or the State Water
21 Board concerning the Facility's compliance with the New Industrial Stormwater Permit. Such
22 documents and reports shall be transmitted to Baykeeper via electronic mail at the time the documents
23 are submitted to the Regional Water Board or State Water Board.

24 **III. MITIGATION, FEES AND COSTS**

25 23. **Environmental Mitigation Funding:** As mitigation for the alleged violations set forth in
26 Baykeeper's 60-Day Notice, within thirty (30) days of the Effective Date, Blue Line shall pay the sum
27 of ten thousand dollars (\$10,000.00) to The Rose Foundation, an environmental non-profit organization,
28 for projects that will benefit the San Francisco Bay watershed. Blue Line shall pay an additional sum of

ten thousand dollars (\$10,000.00) to the Peninsula Open Space Trust ("POST"), a local land trust protecting open space along the San Francisco Peninsula, for the Bair Island restoration project at the Don Edwards National Wildlife Refuge. The Rose Foundation and POST shall report the grant funding made with the tendered funds to the U.S. Department of Justice, and the Parties, setting forth the recipient and purpose of the funds. Payment shall be made to The Rose Foundation, 1970 Broadway, Suite 600, Oakland, California 94612, within thirty (30) days of the Effective Date, with notice to Baykeeper. Payment shall be made to the Peninsula Open Space Trust, 122 High Street, Palo Alto, California 94301, within thirty (30) days of the Effective Date, with notice to Baykeeper.

24. **Reimbursement of Fees and Costs:** Blue Line shall reimburse Baykeeper in the amount of sixteen thousand dollars (\$16,000.00) to help cover Baykeeper's reasonable investigation, expert, and attorneys' fees and costs, and all other reasonable costs incurred as a result of investigating the activities at the Facility related to this Settlement Agreement, bringing these matters to Blue Line's attention, and negotiating a resolution of this action. Blue Line shall tender said payment, payable to Baykeeper, within thirty (30) days of the Effective Date.

25. **Compliance Monitoring Funds:** Blue Line shall provide to Baykeeper a total of twelve thousand dollars (\$12,000.00) for costs and fees associated with monitoring Blue Line's compliance with this Settlement Agreement through the termination date of this agreement. The total compliance monitoring fund payment shall be made payable to Baykeeper within thirty (30) days after the Effective Date.

26. **Interest on Late Payments:** Blue Line shall pay interest on any payments, fee or costs owed to Baykeeper under this Settlement Agreement that Baykeeper has not received by the date due. The interest shall accrue starting the first day after the payment is due and shall be computed at 1.5% per month (18% per year).

27. **Dispute Resolution:** If a dispute under this Settlement Agreement arises, or the Parties believe that a breach of this Settlement Agreement has occurred, the Parties shall schedule a meet and confer within ten (10) business days of receiving written notification from the other Party of a request for a meeting to determine whether a violation of this Settlement Agreement has occurred and to develop a mutually agreed upon plan, including implementation dates, to resolve the dispute. If the Parties fail to

1 meet and confer or the meet and confer does not resolve the issue, after at least seven (7) business days
2 have passed after the meet and confer occurred or should have occurred, either Party shall be entitled to
3 all rights and remedies under the law, including bringing a motion before the United States District
4 Court for the Northern District of California for the limited purpose of enforcing the terms of this
5 Settlement Agreement. The Parties shall be entitled to seek fees and costs incurred in any such action
6 pursuant to the provisions set forth in the Section 505(d) of the Clean Water Act, 33 U.S.C. § 1365(d),
7 and applicable case law interpreting such provisions.

8 **IV. JURISIDCTION OVER PARTIES AND SUBJECT MATTER OF SETTLEMENT**
9 **AGREEMENT**

10 28. **Jurisdiction.** For the purposes of this Settlement Agreement, the Parties stipulate that the
11 United States District Court of California, Northern District of California, has jurisdiction over the
12 Parties and subject matter of this Settlement Agreement. The Parties stipulate that venue is appropriate
13 in the Northern District of California and that Blue Line will not raise in the future as part of
14 enforcement of this Settlement Agreement whether Baykeeper has standing to bring any subsequent
15 action pursuant to the Dispute Resolution procedures herein.

16 29. **Submission of Settlement Agreement to DOJ.** Within three (3) business days of receiving all
17 of the Parties' signatures to this Settlement Agreement, Baykeeper shall submit this Settlement
18 Agreement to the U.S. Department of Justice ("DOJ") and EPA for agency review consistent with 40
19 C.F.R. § 135.5. The agency review period expires forty-five (45) calendar days after receipt by the
20 DOJ, evidenced by correspondence from DOJ establishing the review period. In the event DOJ
21 comments negatively on the provisions of this Settlement Agreement, the Parties agree to meet and
22 confer to attempt to resolve the issues raised by DOJ. If for any reason DOJ should decline to approve
23 this Settlement Agreement in the form presented, the Parties shall use their best efforts to work together
24 to modify the Settlement Agreement within thirty (30) days so that it is acceptable to DOJ.

25 **V. WAIVER AND RELEASES**

26 30. **Baykeeper Waiver and Release of Noticed Parties:** Baykeeper, on its own behalf and on
27 behalf of its officers, directors, employees, parents, subsidiaries, affiliates and each of their successors
28 and assigns releases Defendants, their officers, directors, employees, members, parents, subsidiaries,

1 affiliates, successors or assigns, agents, attorneys and other representatives from and waives all claims
2 raised in the 60-Day Notice, including all claims for fees (including fees of attorneys, experts, and
3 others), costs, expenses, or any other sum incurred or claimed or which could have been claimed for
4 matters included in the 60-Day Notice.

5 **31. Blue Line's Waiver and Release of Baykeeper:** Blue Line Transfer, Inc. and South San
6 Francisco Scavenger Company, Inc., on their own behalf and on behalf of their officers, directors,
7 employees, members, parents, subsidiaries, affiliates, or their successors or assigns release Baykeeper
8 and its officers, directors, employees, members, parents, subsidiaries, and affiliates, and each of their
9 successors and assigns from, and waive all claims which arise from or pertain to, the 60-Day Notice,
10 including all claims for fees (including fees of attorneys, experts, and others), costs, expenses or any
11 other sum incurred or claimed or which could have been claimed for matters included in the 60-Day
12 Notice.

13 **VI. MISCELLANEOUS PROVISIONS**

14 **32. Effective Date:** The Effective Date of this Settlement Agreement shall be the last day for the
15 U.S. Department of Justice to provide comment on this Settlement Agreement, i.e., the 45th day
16 following the U.S. Department of Justice's receipt of the Settlement Agreement.

17 **33. Term of Settlement Agreement:** This Settlement Agreement shall continue in effect for three
18 (3) years after the Effective Date (the "Term"), at which time the Settlement Agreement, and all
19 obligations under it, shall automatically terminate.

20 **34. Early Termination:** If Blue Line should cease industrial operations at the site and file a Notice
21 of Termination ("NOT") under the New Industrial Stormwater Permit prior to the termination date of
22 this Settlement Agreement, Blue Line shall send Baykeeper a copy of the proposed NOT concurrent
23 with its submittal to the Regional Water Board. Within ten (10) days of the Regional Water Board's
24 approval of the NOT, Defendants shall notify Baykeeper in writing of the approval and remit all
25 outstanding payments, including stipulated payments, to Baykeeper. In the event a new successor or
26 assign continues industrial operations at the site and assumes responsibility for implementation of this
27 Settlement Agreement pursuant to Paragraph 45, Defendants shall notify Baykeeper within ten (10) days
28 of the transition.

1 **35. Execution in Counterparts:** The Settlement Agreement may be executed in one or more
2 counterparts which, taken together, shall be deemed to constitute one and the same document.

3 **36. Signatures:** The Parties' signatures to this Settlement Agreement transmitted by facsimile or
4 electronic mail transmission shall be deemed binding.

5 **37. Construction:** The language in all parts of this Settlement Agreement, unless otherwise stated,
6 shall be construed according to its plain and ordinary meaning. The captions and paragraph headings
7 used in this Settlement Agreement are for reference only and shall not affect the construction of this
8 Settlement Agreement.

9 **38. Authority to Sign:** The undersigned are authorized to execute this Settlement Agreement on
10 behalf of their respective Party and have read, understood and agreed to all of the terms and conditions
11 of this Settlement Agreement.

12 **39. Integrated Settlement Agreement:** All agreements, covenants, representations and warranties,
13 express or implied, oral or written, of the Parties concerning the subject matter of this Settlement
14 Agreement are contained herein.

15 **40. Severability:** In the event that any of the provisions of this Settlement Agreement are held by a
16 court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

17 **41. Choice of Law:** This Settlement Agreement shall be governed by the laws of the United States
18 or, where applicable, the laws of the State of California.

19 **42. Full Settlement:** This Settlement Agreement constitutes a full and final settlement of this
20 matter. It is expressly understood and agreed that the Settlement Agreement has been freely and
21 voluntarily entered into by the Parties with and upon advice of counsel.

22 **43. Negotiated Agreement:** The Parties have negotiated this Settlement Agreement, and agree that
23 it shall not be construed against the party preparing it, but shall be construed as if the Parties jointly
24 prepared this Settlement Agreement, and any uncertainty and ambiguity shall not be interpreted against
25 any one party.

26 **44. Modification of the Agreement:** This Settlement Agreement, and any provisions herein, may
27 not be changed, waived, or discharged unless by a written instrument signed by each of the Parties.

28 **45. Assignment:** Subject only to the express restrictions contained in this Settlement Agreement, all

1 of the rights, duties and obligations contained in this Settlement Agreement shall inure to the benefit of
2 and be binding upon the Parties, and their successors and assigns.

3 **46. Mailing of Documents to Baykeeper/Notices/Correspondence:** Any notices or documents
4 required or provided for by this Settlement Agreement or related thereto that are to be provided to
5 Baykeeper pursuant to this Settlement Agreement shall be, to the extent feasible, sent via electronic mail
6 transmission to the e-mail address listed below or, if electronic mail transmission is not feasible, via
7 certified U.S. Mail with return receipt, or by hand delivery to the following address:

8 San Francisco Baykeeper
9 Attention: Nicole Sasaki
10 1736 Franklin Street, Suite 800
11 Oakland, California 94612
12 E-mail: nicole@baykeeper.org

13 Unless requested otherwise by Defendants, any notices or documents required or provided for by
14 this Settlement Agreement or related thereto that are to be provided to Defendants pursuant to this
15 Settlement Agreement shall, to the extent feasible, be provided by electronic mail transmission to the e-
16 mail addresses listed below, or, if electronic mail transmission is not feasible, by certified U.S. Mail
17 with return receipt, or by hand delivery to the addresses below:

18 Blue Line Transfer, Inc.
19 Attention: Doug Button, President
20 Ed Bortoli, Manager
21 500 East Jaime Court
22 South San Francisco, California 94080
23 E-mail: dougb@ssfscavenger.com
24 E-mail: edb@ssfscavenger.com

25 and

26 South San Francisco Scavenger Company, Inc.
27 Attention: Doug Button, President
28 P.O. Box 348

1 South San Francisco, California 94083

2 E-mail: dougb@ssfscavenger.com

3 with copies sent to:

4 Michael V. Brady

5 Brady & Vinding

6 400 Capitol Mall, Suite 2640

7 Sacramento, California 95814

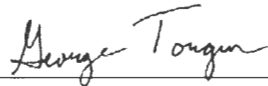
8 E-mail: mbrady@bradyvinding.com

9 Notifications of communications shall be deemed submitted on the date that they are emailed, or
10 postmarked and sent by first-class mail or deposited with an overnight mail/delivery service. Any
11 changes of address or addressees shall be communicated in the manner described above for giving
12 notices.

13 **49. Impossibility of Performance:** No Party shall be considered to be in default in the performance
14 of any of its obligations under this Settlement Agreement when performance becomes impossible due to
15 circumstances beyond the Party's control, including without limitation any act of God, act of war or
16 terrorism, fire, earthquake, and flood. "Circumstances beyond the Party's control" shall not include
17 normal inclement weather, economic hardship, or inability to pay. Any Party seeking to rely upon this
18 Paragraph shall have the burden of establishing that it could not reasonably have been expected to avoid,
19 and which by exercise of due diligence has been unable to overcome, the impossibility of performance.

20
21 SAN FRANCISCO BAYKEEPER

22 Date: December 16, 2015

23
24 

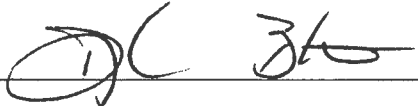
25 George Torgun

26 Managing Attorney, San Francisco Baykeeper

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Blue Line Transfer, Inc.

Date: 12/17/15



Doug Button

President

South San Francisco Scavenger Company, Inc.

Date: 12/17/15



Doug Button

President

EXHIBIT 1

EXHIBIT 1

SUPPLEMENTAL SAMPLING PLAN

BLUE LINE TRANSFER, INC.



Prepared for

Blue Line Transfer, Inc.

Prepared by



VESTRA Resources, Inc.
5300 Aviation Drive
Redding, CA 96002

SEPTEMBER 2015

SUPPLEMENTAL SAMPLING PLAN

BLUE LINE TRANSFER, INC.

Prepared for

Blue Line Transfer, Inc.

Prepared by

VESTRA Resources, Inc.
5300 Aviation Drive
Redding, California 96002

71117

SEPTEMBER 2015

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- 1 General Site Location
- 2 General Site Layout

APPENDIX

- A Standard Operating Procedures

1.0 INTRODUCTION

This Supplemental Sampling Plan identifies field procedures that are to be performed by Blue Line Transfer, Inc. (also known as South San Francisco Scavenger Company, Inc.), in investigating the source(s) of metals in storm water runoff from the southern portion of the facility located at 500 East Jamie Court, South San Francisco, California.

1.1 SITE LOCATION AND LAYOUT

The Blue Line Transfer facility occupies a 10-acre parcel at 500 East Jamie Court, South San Francisco, California, in San Mateo County. The general site location is shown on Figure 1. Industrial activities that occur on the premises consist of recyclables processing and vehicle and equipment maintenance and washing. With the exception of buildings, planter boxes located throughout the facility, and two storm water bioretention swales, the property is paved. A transfer building, truck wash, administrative building, shop, and anaerobic digester are located onsite as well as vehicle parking and bin storage.

The facility is surrounded by a concrete curb which functions to prevent both runoff from the site to adjacent properties and run-on to the site from adjacent properties. The underground storm water system consists of a series of drains, concrete valley drains, underground pipes, and drainage inlets which connect at a single discharge point on the west end of the property to the City of South San Francisco storm sewer system. The rain gutters on the buildings are plumbed to discharge onto the pavement and flow into the storm water system. Four additional drains are located along the Bay Trail and discharge directly into the San Francisco Bay. Storm water from the Bay Trail discharge point is typically of good quality and not impacted by industrial processes, and is, therefore, considered exempt from the NPDES permit. Because of this, no additional sampling is planned from the Bay Trail drains or associated discharge point. The site layout is included as Figure 2.

1.2 BACKGROUND

In 2001, Blue Line Transfer filed a *Notice of Intent to Comply with the Terms of the General Permit to Discharge Storm Water Associated with Industrial Activity*. The site is covered by the North American Industry Classification System (NAICS) Standard Industrial Classification (SIC) Code 5093 *Processing, Reclaiming, and Wholesale Distribution of Scrap and Waste Materials*.

Since 2001, storm water monitoring and sampling are conducted twice a year. Samples are collected by a contracted sampler at two discharge points on the west end of the property. As specified by the General Industrial Order, samples are collected during the wet season (October through May). Samples are analyzed using approved analytical methods by a state-certified laboratory for the following constituents:

- pH
- Total Suspended Solids (TSS)
- Oil and Grease (O&G)
- Aluminum
- Copper
- Iron
- Lead
- Zinc
- Chemical Oxygen Demand (COD)

1.3 HISTORICAL RESULTS

The site historically exceeds General Order benchmarks for the following constituents:

- TSS
- Aluminum
- Copper
- Iron
- Lead
- Zinc
- COD

In response, actions were taken to improve Best Management Practices (BMPs) pursuant to the General Order requirements. The purpose of this sampling plan is to identify sources of problematic constituents and tailor future BMP improvements to problematic areas of the property, with specific attention given to the southern portion of the facility.

1.4 OBJECTIVES

The objectives of the supplemental sampling conducted at the Blue Line site are to:

1. Determine loading of metals in storm water runoff from the shop
2. Determine loading of metals in storm water runoff from the truck ramps

2.0 SAMPLING PLAN

Storm water samples will be collected at 3 of the 29 drop inlets (DIs) and two trench drains concurrently with sampling from the main outfall prior to entering the municipal storm water system. The sampling plan is summarized below and is shown on Figure 2.

2.1 SUMMARY

- All samples will be measured in the field for pH, specific conductance, and temperature
- One sample will be collected at each of the three sampled DIs and two trench drains at the base of the ramp
- Samples will be sent to an analytical laboratory for total aluminum, iron, lead and zinc, TSS, and COD

Storm water samples will be collected as total recoverable (unfiltered) metals by submerging the sample container into the DI above the installed Triton catch-basin cartridge media system. For the trench gutter, samples will be collected at the downgradient side from below the grate. Samples will be collected after the first qualified storm event of the wet season and again, later in the wet season, following another two qualified storm events, for a total of three samples. Samples should be collected within 4 hours following the start of discharge.

Samples will be analyzed for pH; total and dissolved aluminum, copper, iron, lead, and zinc; TSS; and COD. Analyses will be completed by Accutest Laboratories or another state-certified laboratory selected by Blue Line Transfer staff. Standard Operating Procedures (SOPs) for collecting surface water samples are included in Appendix A. The request for analysis is summarized in Table 1.

Table 1 REQUEST FOR ANALYSIS					
Constituent	Method	Container	Preservative	No. ¹	Holding Time
Total Al, Cu, Fe, Pb, Zn	EPA 200.8/7	250-mL HDPE	HNO ₃ , cool	5	6 months
Dissolved Al, Cu, Fe, Pb, Zn	EPA 200.8/7		Cool ²	5	6 months
TSS	SM 2540-D		Cool	5	7 days
COD	SM 5220-C		H ₂ SO ₄ , cool	5	28 days
Notes: ¹ = Number of sample bottles DOES NOT include bottles for standard sampling done at the main outfall concurrently with supplemental sampling. Additional bottles for Oil and Grease are required at the main outfall for the two discharges sampled. ² = Samples for dissolved metals will be preserved by the laboratory with HNO ₃ following filtration.					

2.2 EQUIPMENT AND MATERIALS

Samples will be collected in laboratory-supplied preserved containers. Dissolved samples will be filtered in the laboratory using 0.45-micron filters. Recommended equipment for use in field sampling is summarized in Table 2.

<p align="center">Table 2 RECOMMENDED FIELD EQUIPMENT</p>	
Item	Provided by
Sampling Plan	VESTRA/Onsite
Field Log Sheets	
Sample Containers (20)	Laboratory
Sample Labels	Laboratory
Swing Sampler	Blue Line Staff or Field Technician
Multi-parameter Probe	
Sharpies, Pens etc.	
Ziplock Bags	
Disposable Nitrile Gloves	
Cooler	
Ice	
Miscellaneous Tools	

2.3 SAMPLE COLLECTION

Field personnel will monitor local weather reports for potentially eligible storms, identify the tentative date of sample collection, and submit the bottle order to the laboratory. Samples must be collected during an eligible storm event (minimum of ¼ inch of precipitation). Detailed procedures for labeling bottles, collecting grab storm water drainage samples, and storing and transporting samples follow. SOPs are included in Appendix A. The number of samples and the sampling parameters may be revised after evaluation of initial sampling data.

2.3.1 Sampling Containers

- Samples for metals will be collected, stored, and transported in 250-ml high-density polyethylene (HDPE) containers (supplied by laboratory). Sample bottles for total metals analysis will be prepared with HNO₃. Bottles for COD will be prepared with H₂SO₄.
- A request for a total of 28 sample bottles should be submitted to the laboratory prior to the sampling event, allowing adequate time for the order to be prepared. Note additional samples bottles are required for sampling the main outfall (as outlined in the facility SWPPP).
- Sample bottles will be stored inside a cooler in a cool location until ready for use.

2.3.2 Labeling

Sample bottle label information is provided below and summarized in Table 3.

- Sample labels will be completed and affixed to each sample container prior to placement in the shipping cooler.
- Sample labels will include the sample identification number, analytical parameter(s), preservation method, name of field technician/sampler, and date and time the sample

was collected.

- The sample identification number will include the unique number of each DI (shown in Table 3); “DIS” is used to identify samples that will be filtered in the laboratory.
- Sample identification numbers will be recorded on the sample collection log.

Example Labels:

Samples collected at sample location DI 9 on October 25, 2015, would be labeled as follows for a duplicate, filtered, and from below the Triton filter:

DI 9/10-25-15 (total recoverable metals, COD, and TSS samples)

DI 9/10-25-15 DIS (dissolved zinc sample to be filtered by the laboratory)

Table 3 SAMPLE SUMMARY			
Sample	No. of Bottles	Sample ID	Analysis
Drop Inlet 4	4	DI 4/10-25-15	Total Al, Cu, Fe, Pb, Zn
			TSS
			COD
		DI 4/10-25-15 DIS	Dissolved Al, Cu, Fe, Pb, Zn
Drop Inlet 9	4	DI 9/10-25-15	Total Al, Cu, Fe, Pb, Zn
			TSS
			COD
		DI 9/10-25-15 DIS	Dissolved Al, Cu, Fe, Pb, Zn
Drop Inlet 11	4	DI 11/10-25-15	Total Al, Cu, Fe, Pb, Zn
			TSS
			COD
		DI 11/10-25-15 DIS	Dissolved Al, Cu, Fe, Pb, Zn
Trench Drain 1 (eastern)	4	TD 1/10-25-15	Total Al, Cu, Fe, Pb, Zn
			TSS
			COD
		TD 1/10-25-15 DIS	Dissolved Al, Cu, Fe, Pb, Zn
Trench Drain 2 (western)	4	TD 2/10-25-15	Total Al, Cu, Fe, Pb, Zn
			TSS
			COD
		TD 2/10-25-15 DIS	Dissolved Al, Cu, Fe, Pb, Zn
Note: The sample collection date used in this table is for the purpose of example; the sample ID should reflect the actual date of sample collection.			

2.3.3 Grab Sample Collection

- Immediately prior to sample collection, record the sample (DI) number, date and time of sample collection, and time discharge began on the log sheet;
- Change gloves between each sample location or at any time gloves become soiled.
- If during the sampling procedure water turbidity increases, allow water to clear prior to collecting the sample; do not dislodge material or collect unrepresentative samples.

- Place the cap from the sample bottle on a plastic sheet or similar location where contamination is not likely to occur; if raining, work under an umbrella as necessary to prevent rainfall from entering the sample bottle.
- Attach sample bottles to the swing sampling pole.
- Slowly lower the sampling pole into the drainage inlet.
- Collect samples from the center portion of the drainage inlet at a depth slightly below the surface of the water. Do not touch sides of drainage inlet or trench drain at any time. Collect samples prior to entering the Triton drain insert in each inlet. Note visual storm water characteristics (i.e. color, odor, turbidity, sheen).
- When bottle is full, gently pull sampling pole and bottle from the drainage inlet.
- Remove the bottle from the sampler; return cap to the sample bottle, seal, and wipe with a clean paper towel; place the bottle in a Ziplock bag inside cooler.
- Record visual observations in the field log book to include sample discoloration, odor, sheen, etc.

2.3.4 Field Parameter Measurement

- The multi-parameter probe should be calibrated daily prior to use according to the instruction manual.
- Parameters should be measured from the water in the drainage inlet, not the sample being submitted to the laboratory, and before the Triton filter. If in-flow measurements cannot be taken, a sample may be collected using a secondary container.
- Remove cap or cover and submerge the probe in water and allow to equilibrate for at least 1 minute before measurements are recorded.
- Measure pH, electrical conductivity, and temperature using the multi-parameter probe; record the values on field forms.

2.3.5 Sample Storage and Transport

- Place sample bottles in sealed Ziplock bags in an ice-filled cooler maintained at 4⁰ C; use this cooler to transport samples.
- The field technician or sampler is responsible for the care and custody of the samples from the time of collection until transfer to another individual or receipt at the laboratory.
- COC procedures are to be maintained; the COC form must be completed to document sample possession for legal purposes (sample COC form included in Appendix A). Melissa Markee (mmarkee@vestra.com) will be included in the “EDF Deliverable To” box; a copy of the form should be sent by fax to (530) 223-1145 or via U.S. Mail to:

Melissa Markee
 VESTRA Resources Inc.
 5300 Aviation Drive

Redding, CA 96002

- At least two custody seals will be placed on any sample cooler left unattended; custody seals will be signed, dated, and placed on both sides of the cooler.
- Samples will be delivered to Accutest Laboratories, 2105 Lundy Avenue, San Jose California 95131, as soon as possible after sample collection. **Note:** Samples for dissolved metals will be filtered by the laboratory within 24 hours of sample collection.

3.0 RECORDKEEPING

Original field collection forms will be retained onsite; copies of field forms and COC records will be submitted to VESTRA. The laboratory will document and deliver electronic analytical data to Blue Line Transfer and VESTRA. VESTRA will maintain the analytical data and field forms and records for use in report preparation.

Figures

Appendix A
Standard Operating Procedures

Figures

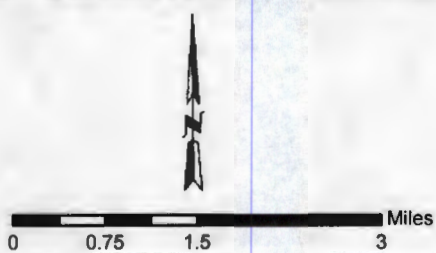


FIGURE 1
GENERAL SITE LOCATION
BLUE LINE TRANSFER STATION
SOUTH SAN FRANCISCO, CALIFORNIA



- | | | |
|---------------------|----------------------------------|---------------------------|
| ⊕ Main Outfall | ○ Supplemental Sampling Location | — Sanitary Sewer Drainage |
| ⊗ Drop Inlet | — Trench Drain | — Storm Drain Piping |
| ● Sampling Location | → Drainage Direction | □ Project Boundary |



0 75 150 300 Feet

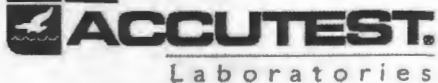


SOURCE: BING 2012

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FIGURE 2
SITE LAYOUT
BLUE LINE TRANSFER STATION
SOUTH SAN FRANCISCO, CALIFORNIA

Appendix A
Standard Operating Procedures



2105 Lundy Ave, San Jose, CA 95131
(408) 588-0200 FAX: (408) 588-0201

FED-EX Tracking #	Bottle Order Control #
Accutest Quote #	Accutest NC Job #: C

Client / Reporting Information				Project Information				Requested Analysis										Matrix Codes					
Company Name				Project Name:				Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY			
Address				Street																			
City				City																			
State				State																			
Zip				Zip																			
South San Francisco CA 94080				South San Francisco CA				Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY			
Project Contact:				Project #				Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY			
Phone #				EMAIL:				Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY			
650-589-5511				mmarkee@vestra.com, edb@ssscavenger.com				Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY			
Samplers's Name				Client Purchase Order #				Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY			
Accutest Sample ID				Collection				Number of preserved Bottles		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
Sample ID / Field Point / Point of Collection				Date				# of bottles		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
DI 4/10-25-15				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
DI 9/10-25-15				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
DI 10/10-25-15				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
TD 1/10-25-15				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
TD 2/10-25-15				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
DI 4/10-25-15 DISS				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
DI 9/10-25-15 DISS				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
DI 10/10-25-15 DISS				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
TD 1/10-25-15 DISS				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
TD 2/10-25-15 DISS				10/25/2015				3		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
Turnaround Time (Business days)				Data Deliverable Information				Comments / Remarks		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
Approved By: / Date:				Commercial "B" - Results with QC summaries				Comments / Remarks		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
Standard TAT				REDT1- Level 3 data package				Comments / Remarks		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)		Dissolved Fe (EPA 200.7)		COD (SM 622C)		TSS (SM 2540D)		LAB USE ONLY	
3 Day (applicable markup)				FULT1 - Level 4 data package				Comments / Remarks		Total Al, Cu, Pb, Zn (EPA 200.8)		Total Fe (EPA 200.7)		Dissolved Total Al, Cu, Pb, Zn (EPA 200.8)									

SURFACE WATER SAMPLING

Typical procedures for collecting surface water samples from streams or other water bodies follow:

EQUIPMENT AND MATERIALS

The appropriate sampling procedures and equipment depend on site-specific conditions, such as the type of surface-water body, sampling depth, and distance from shore to the sample location. For this Plan, it has been assumed that surface water samples will be collected by submerging the sample container into the water body.

Samples to be filtered will be collected in a preserved container. The following equipment may be required to sample surface water:

- Laboratory-supplied sample containers and labels
- Disposable nitrile gloves
- Ziploc bags
- Field logbook
- Surface water collection form
- Chain-of-custody (COC) forms
- Cooler
- Ice

SURFACE WATER SAMPLING BY SUBMERGING SAMPLE CONTAINER

The following subsections provide detailed procedures for collecting grab surface water samples. Sample locations should be selected to provide water samples representative of the water body. When possible, avoid stagnant and excessively turbulent or fast-moving areas.

The following procedures can be used for collecting surface water by submerging the sample container:

- Select sample containers based on the required analyses. Additional information on the appropriate containers, holding times, and preservatives can be obtained by accessing the web page for North Coast Analytical Laboratory in Arcata, California.
- For stream sampling, sample the farthest downstream location first. Field personnel should approach a sample location from downstream, when possible, and should collect the sample standing downstream from the sample container. When standing or moving through the water, minimize sediment disturbance.
- Collect the sample from the center portion of the drainage inlet at a depth slightly below one-half of the depth of the water column. The center portion of the inlet is the area that contains roughly 50 percent of the total flow, and the average water velocity occurs slightly below one-half the depth of the water column (often stated as 60 percent or 2/3 of the water column).
- At the appropriate location, submerge an inverted sample container, and slowly rotate the container with the mouth of the container facing upstream.
- Collect required field parameters.

- Complete COC forms, field logbook and/or surface water collection form, and place the sample in a cooler with ice.

Prior to collecting samples for low level mercury analysis, please review EPA Method 1669 (Clean Hands/Dirty Hands sampling technique).

CONSISTENCY

Consistent field procedures should be used.

SAMPLE PRESERVATION, CONTAINERS, HANDLING, AND STORAGE

The type of analysis for which a sample is being collected determines the type of bottle, preservative, holding time, and filtering requirements. Samples should be collected directly from the sampling device into appropriate laboratory-cleaned containers. Check that a Teflon liner is present in the cap, if required. Attach a sample identification label. Complete a field data sheet, a chain of custody form and record all pertinent data in the site logbook.

Samples shall be appropriately preserved, labeled, logged, and placed in a cooler maintained at 4°C. Samples must be shipped well before the holding time is over and ideally should be shipped within 24 hours of sample collection. It is imperative that these samples be shipped or delivered daily to the analytical laboratory in order to maximize the time available for the laboratory to perform the analysis. The bottles should be shipped with adequate packing and cooling to ensure that they arrive intact.

All sample bottles will be supplied by a State of California-certified analytical laboratory based on the analytical test methods specified in the Monitoring Program. The sample containers and preservatives from the analytical laboratory can be verified by referring to the procedures identified in SW-846 <<http://www.epa.gov/epaoswer/hazwaste/test/main.htm>>.

CHAIN OF CUSTODY

Immediately following sample collection, each sample bottle will be labeled and placed on ice in a cooler. The samples will be hand-delivered or shipped overnight to a State of California-certified analytical laboratory for analytical testing. Sample transfer and shipment will be in accordance with standard chain-of-custody documentation.

ANALYTICAL PROCEDURES

The analytical procedures will be conducted in accordance with SW-846 (<http://www.epa.gov/epaoswer/hazwaste/test/main.htm>).

FIELD SAMPLING EQUIPMENT CLEANING PROCEDURES

When possible, disposable sampling equipment will be used to minimize the need for field decontamination.

GENERIC PROCEDURE

Solvent rinses are not necessarily required when organics are not a contaminant of concern and may be eliminated from the sequence specified below. Similarly, an acid rinse is not required if analysis does not include inorganics.

- Where applicable, physically remove gross contamination.
- Wash equipment with a non-phosphate detergent solution.
- Rinse with tap water.
- Rinse with distilled/deionized water.
- Use a solvent rinse (pesticide grade) if the sample will be analyzed for organics.
- Rinse with 10% nitric acid if the sample will be analyzed for trace inorganics.
- Rinse with distilled/deionized water.
- Air-dry the equipment completely.
- Rinse again with distilled/deionized water.

Common non-phosphate detergent solutions include Alconox and Liquinox. Use of a solvent may be required when organic contamination is present on-site. Typical solvents used for removal of organic contaminants include acetone, hexane, and methanol. Proper solvent is based on the target compounds. An acid rinse step may be required if trace metals are target compounds. If a particular contaminant is not present at the site, the nine-step decontamination procedure listed above may be modified for site specificity. Decontamination solvents should not be among the contaminants of concern at the site.

TYPICAL PROCEDURE

Decontaminate non-disposable surface or subsurface sampling equipment as follows to avoid cross-contamination between samples and to ensure the health and safety of the field crews. Use commercially available distilled (DI) water and a non-phosphate cleaner approved for environmental decontamination purposes.

- Remove as much gross contamination as possible using a stiff brush or paper towels.
- Wash the samplers/equipment with Liquinox and tap water, cleaning them with a stiff-bristle brush.
- Rinse with DI water.
- Rinse with pesticide-grade methanol (generally not required)
- Rinse with 10% pesticide-grade nitric acid (generally not required)
- Rinse with HPLC-grade water or equivalent (generally not required)
- Place the sampling equipment on a clean surface and air dry.

ROUTINE FIELD PARAMETERS

Field measurements for pH, electrical conductivity, and temperature are required to be collected with all groundwater and surface water samples submitted for laboratory analyses. Other common field parameters that may be required include:

- Dissolved oxygen (DO)
- Turbidity
- Oxygen reduction potential (ORP)
- Total alkalinity

Field parameters are important because they represent in-situ conditions. For this reason, they must be measured in the field, not at the laboratory. In general, field and laboratory measured values will differ in response to the biological and geochemical processes that occur between the field and laboratory. Although changes in temperature and DO are obvious after a sample is collected and placed into a cooler with ice, it is important to recognize that the other field parameters will change in response to changing temperatures and DO concentrations.

Ideally, field parameters should be measured in-situ. For groundwater this includes in the well bore, in-line, or immediately following removal. For surface water, this includes near the grab sample location - center portion of the stream at a depth slightly below one-half of the depth of the water column. If in-line or in-stream measurements cannot be taken, a sample may be collected using a secondary container. This container should be large enough to allow immersion of the probe(s). Probes should be allowed to equilibrate for at least 1 minute before measurements are recorded. Also, because pH, DO, and ORP measurements depend on chemical reactions occurring at the probe interface, gentle movement of the probes is recommended.

FIELD EQUIPMENT

Equipment commonly used to measure field parameters follow.

FIELD PARAMETER INSTRUMENTS		
Meter		Type
pH, conductivity, and temperature	Hanna HI 98129	Combo Meter
DO	Yellow Springs	YSI Model 57
ORP	Oakton	ORPtestr 10
Turbidity	LaMotte	2020E
Alkalinity	LaMotte	Alkalinity Test Kit WAT-DR

Although these instruments are considered field meters, they should be handled and treated as if they are delicate laboratory instruments. If so, they will provide accurate and representative data as long as the following steps are followed prior to each use:

- Check the integrity and cleanliness of the probes. Slow pH and ORP reading may be related to dirty probes.
- Check the pH and DO probes for bubbles. If bubbles are present, replace the probe (pH) or membrane (DO) in accordance with instructions.

- Calibrate in accordance with instruction manual.
- Handle carefully and rinse probes with distilled water prior to and following use.
- Follow instruction during use.

CALIBRATION OF FIELD EQUIPMENT

Field instruments and meters should be maintained and calibrated according to the instruction manual(s). Calibration and maintenance activities should be recorded in the field logbook. A recommended field calibration schedule follows.

FIELD CALIBRATION SCHEDULE		
Parameter	Prior Use	Following Daily Use
pH	Calibrate daily as outlined in instruction manual	Measure and record pH of calibration solutions
Conductivity	Calibrate daily as outlined in instruction manual	Measure and record conductivity of calibration solutions
Temperature	Compare to ambient office temperature	Compare to ambient office temperature
DO	Calibration prior to each use as outlined in instruction manual	Not required
ORP ¹	Measure known standard prior to daily use ¹	Measure known standard prior to daily use ¹
Turbidity	Calibrate as outlined in instruction manual each time the meter is turned on	Measure and record turbidity of standards
Alkalinity	Not required	Not required
¹ ORP is generally used to provide relative results between samples. If the purpose is to calculate an Eh or pe value, additional calibration and calculation procedures are required.		

EXHIBIT 2

Target Levels for Stormwater Sampling

Constituent	Target Levels	Source
pH	6.5 – 8.5 SU	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Suspended Solids	100 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Oil and Grease	15 mg/L	<i>Multi-Sector General Permit 2000 benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Chemical Oxygen Demand	120 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Total Aluminum	0.75 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Dissolved Copper	0.0094 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Copper	0.0094 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Iron	1.0 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark; California Industrial General Permit 2014-0057-DWQ</i>
Dissolved Lead	0.21 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Lead	0.21 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark</i>
Dissolved Zinc	0.09 mg/L	<i>San Francisco Bay Basin Plan Water Quality Objective</i>
Total Zinc	0.09 mg/L	<i>Multi-Sector General Permit 2015 Sector-specific benchmark</i>

EXHIBIT 3

BIORETENTION SWALE PLAN & DETAILS

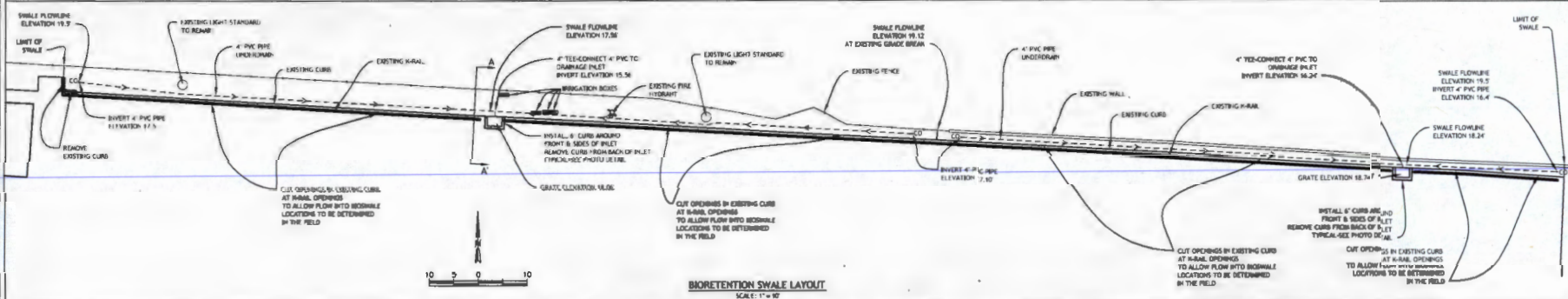
BLUE LINE TRANSFER

NOTES:

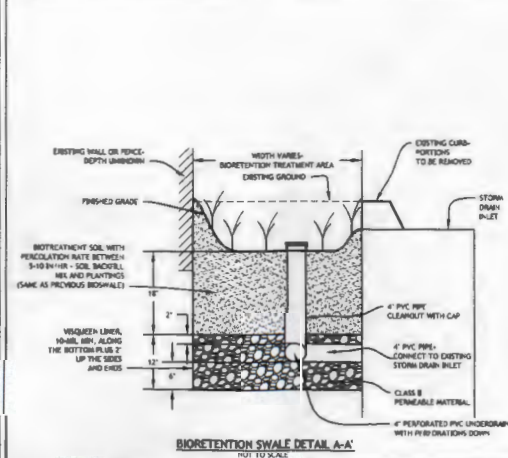
- 1.) EXISTING GAS LINES WITHIN PROJECT AREA-HAND WORK AROUND LINES.
- 2.) EXISTING UTILITIES (WATER & ELECTRIC) WITHIN PROJECT AREA HAVE NOT BEEN LOCATED.
- 3.) EXISTING FIRE HYDRANTS, LIGHT STANDARDS AND IRRIGATION BOXES WITHIN PROJECT AREA-ADJUST GRADES AS NECESSARY TO MAINTAIN STABILIZED UTILITY STRUCTURE.
- 4.) EXISTING WALL ON EAST END OF PROJECT, FOOTING/DEPTH UNKNOWN-IF STABILIZATION IS COMPROMISED BY FINISH GRADE ELEVATION OF SWALE-CONTACT ENGINEER TO ADJUST SWALE ELEVATION.



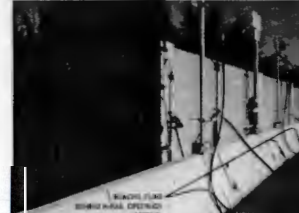
LOCATION MAP
NOT TO SCALE



BIORETENTION SWALE LAYOUT
SCALE: 1\"/>



BIORETENTION SWALE DETAIL A-A'
NOT TO SCALE



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NO.	REVISION	DATE
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BIORETENTION SWALE PLAN & DETAILS
 B-JC BLUE LINE TRANSFER
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 SOUTH SAN FRANCISCO, CALIFORNIA
 SHEET
 1 OF 1
 DATE: 12/20/19
 JOB NO. 71117